

Commercial Peak Saver Project Terms and Conditions

The Peak Saver Project (the “Project”) is offered by British Columbia Hydro and Power Authority (“BC Hydro”). By applying to participate in the Project, you agree to be bound by these terms and conditions. The words "Participant" and "Premises" used here shall have the meaning given to them in your Project Application. References to "you" or "your" are references to the Participant as identified in the Project Application.

1. The Project: The Project offers rewards to BC Hydro customers who apply for the Project and are accepted by BC Hydro as Participants, subject to the eligibility criteria below. Participants who reduce their energy consumption during specified high energy demand response peak events (each an “Event”, collectively the "Events") will receive a rebate on their BC Hydro electricity bill.

2. Eligibility: A Participant must:

- a) be a commercial BC Hydro account holder with Premises served by the Gloucester substation;
- b) be an individual 19 years or older;
- c) be either the owner of the Premises or a legal tenant at the Premises; and
- d) meet all other terms and conditions set out herein.

Your BC Hydro commercial account must be in good standing and remain open for the duration of the Project Period set out below. Participants who close their BC Hydro accounts at any time during the Project will be disqualified. The Premises must be operational during the months November to March. BC Hydro reserves the right, at its sole discretion, to reject or accept any application or Participant whether or not such Participant meets the foregoing eligibility criteria.

3. Project Period: The Project will run from December 1, 2020 – March 31, 2021 (the “Project Period”).

4. Events: BC Hydro will call a maximum of fifteen (15) Events during the Project Period. The exact number and timing of the Events will be determined by BC Hydro in its sole discretion. Event lengths will vary, and typically, will be a minimum of two (2) to a maximum of four (4) hours. BC Hydro will email you a notification of pending Events to the email address provided on your Application one day (24 hours) before the start of each Event. It is the sole responsibility of Participants to provide BC Hydro with any changes to their email information, if needed, to receive notifications for the purposes of the Project. BC Hydro shall not be responsible for any Participant’s failure to receive any Event notification for any reason, including but not limited to, notifications sent to an improper email address, internet disturbance and transmission failure.

5. Reward: BC Hydro will send notice by email to the Participant after each completed event asking the Participant to confirm their participation. Participants who do confirm their participation will receive a reward. Rewards will be summed and applied to the Participant's BC Hydro bill at the end of the Project. There are no penalties for choosing not to participate in certain Events, or for failing to shift energy consumption during any Events. Rewards will be made by rebates only to the Participant’s BC Hydro electricity bill and are non-transferable, non-exchangeable, and non-refundable. Rewards associated with each Event shall be determined solely by BC Hydro at its sole discretion.

6. Exclusions from the Project: BC Hydro, at its sole discretion, has the right to exclude the Participant from the Project, without notice and for any reason, including, but not limited to:

- a) Participant moving into a new commercial space;
- b) smart meter damage;

If you no longer wish to participate in the Project, please email peaksaver@bchydro.com to decline your participation.

7. Liability: Participants accept any and all liability associated with the actions taken to attempt to achieve energy reductions and the use of the Equipment. BC Hydro is not liable for any damages howsoever arising from or associated with Participant's use of the Equipment and involvement in this Project, including but not limited to Participants' energy reduction actions, or the level of energy reductions achieved. Participants agree to indemnify BC Hydro, including its management, employees, and contractors from any and all damages, claims and demands whatsoever, including claims for personal injury, physical damage, indirect, consequential or economic loss, (i) arising from or related to the Equipment (including installation, removal and defects), and (ii) any claims arising for any reason from or in connection with the Project. BC Hydro makes no representation or warranty respecting the Equipment, its condition, suitability, or fitness for a particular purpose or use.

8. Access and use of Personal Information and Protection of Privacy: Participants consent to be contacted by BC Hydro or one of its agents for the purposes of administering, evaluating and researching all elements of the Project, including conducting surveys regarding the Project. Participants further agree that BC Hydro may use the information in the Application and access the Participants' utility account data, including energy consumption for the purposes of administering the Project, in accordance with the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia). Questions about the collection and protection of personal information for this Project should be directed to a Customer Service Representative at 1-800-224-9376 or email at peaksaver@bchydro.com.

9. General: These terms and conditions along with the Application constitute the entire agreement between BC Hydro and the Participant. This Agreement shall become binding as of the date BC Hydro accepts the Participant into the Project. BC Hydro's decisions relating to the Project shall be final and binding and not subject to appeal. BC Hydro reserves the right to change or terminate the Project at any time without notice. BC Hydro reserves the right to unilaterally and without notice remove any Participant from the Project for any reason, including a Participant's level of participation. Rewards not yet applied to the Participant's BC Hydro bill prior to a change or termination of the Project will be administered in accordance with the Project terms and conditions at the time when the specific Event occurred and the associated Reward was determined. This Agreement shall be interpreted and governed by the laws of British Columbia. All titles and headings are inserted for convenience of reference only and shall not be referred to in interpreting this Agreement. Time is of the essence of this Agreement. If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, such provisions shall be deemed to be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.